the JOURNAL. See for discussion COMMENT (1918) 27 YALE LAW JOURNAL, 924, 952, discussing *Veasey v. Peters* (1917, rehearing 1918, La.) 77 So. 948. The decision does not decide as to the constitutionality of the amendment though it would appear that the two dissenting Justices at least hold it constitutional. See COMMENT (1917) 27 YALE LAW JOURNAL, 255; also (1919) 28 *ibid.*, 281, 835.

CONSTITUTIONAL LAW—JURY TRIAL—PEREMPTORY CHALLENGES—JOINT TRIAL.—The defendants were found guilty of a violation of the Espionage Act. The Judicial Code (ch. 231, par. 287; U. S. Comp. St. par. 1264) provides that where there are several defendants in one action, they shall be treated as one "party" and be allowed only the number of challenges allowed one "party." The trial court ruled to this effect and the defendant appealed, claiming that this provision was contrary to the Sixth Amendment to the Constitution. *Held*, that the ruling of the trial court was correct. *Stilson v. United States* (1919) 40 Sup. Ct. 28.

The erroneous idea that parties have a "proprietary interest" in the jury panel has long persisted. The Constitution of the United States does not confer the privilege to challenge jurors, but only guarantees the privilege of a trial by an impartial jury. *United States v. Marchant* (1827, U. S.) 12 Wheat. 480. The number of peremptory challenges is regulated by statute but the trial judge may grant additional challenges in his discretion. *Schwartzberg v. United States* (1917, C. C. A. 2d) 241 Fed. 348. The principal case was clearly correct.

CONTRACTS — ARMY AND NAVY — AUTHORITY OF COMMANDING OFFICER OF UNITED STATES WARSHIP.—In January, 1869, the appellant's grandfather deposited in an American warship certain gold, for which the American consul had receipted. The plaintiff alleged that this constituted a contract between the United States and his grandfather. The commander of the warship, in April, 1869, returned the gold to one Arridando, supposed to be the agent of the appellant's grandfather. The appellant contended that this payment was unauthorized and that the contract obligation of the United States still existed. *Held*, that no such contract was created. *Cartas v. United States* (1919) 40 Sup. Ct. 42.

At the time of this deposit there was a statutory penalty imposed on any person in the Navy who received or permitted to be received, on board the ship to which he was attached, any goods or merchandise for freight or sale, except gold, silver, or jewelry for safe keeping, without the authority of the President or the Secretary of the Navy. The court concluded that this statute allowed the commander of a ship wide discretion as to the receipt of gold on ship, and no contract with the United States would arise from the exercise of this discretion.

CONTRACTS—STATUTE OF FRAUDS—ORAL CONTRACTS TO BE PERFORMED WITHIN A YEAR.—The plaintiff brought an action of forcible entry and detainer. The trial court found that the defendant was in possesion under an oral lease from March 1, 1918, till March 1, 1919, which had been contracted sometime in 1917. *Held*, that the plaintiff should have relief, since the finding was contrary to the evidence, with a *dictum* that such a lease was not a violation of the one year clause of the statute of frauds. *Kelley v. Kelley* (1919, Iowa) 174 N. W. 342.

The Iowa code makes the usual exception of a lease for the term of one year from the requirement that all contracts of interests in land be in writing. Iowa Code 1897, sec. 4625 (4). But it is submitted that the contract in the instant case should be unenforceable because of the requirement that all contracts not to be performed in one year be written. The authority on this point